

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made this 9th day of June, 2004, by and between WILLIAM T. WHEELER, TRUSTEE C/O FRANCIS O. DAY COMPANY, INC. hereinafter "Landlord", and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter the "County", the Landlord and the County together as "Parties".

WITNESSETH:

WHEREAS, The Landlord and the County entered into a certain Lease dated May 23, 2005, covering 6451 total rentable square feet of office space, located at 14900 Southlawn Lane, Rockville Maryland 20850 ; and

WHEREAS, The parties now wish to amend the Lease in Paragraph 4., REAL ESTATE TAXES, ITEM A and ITEM B.

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Paragraph 4. ITEM A.** is deleted in its entirety, and the following language is substituted:

Commencing with the First Year July 1, 2005 and every July 1st thereafter, Landlord will forward to the County a statement and copies of paid tax receipts setting forth the amount of Real Estate Taxes (as hereinafter defined) levied or imposed against the Property of which the Leased Premises area a part. The County shall pay, as additional rent, upon receipt of the Landlord's statement and receipts, but in no event more than thirty (30) days after receipt of Landlord's statement and receipts, it's proportionate of the said Real Estate Taxes assessed against the Property of which the Leased Premises are a part.

2. **Paragraph 4 ITEM B.** – Insert the following sentence at the end of 4B:

The County's proportionate share of taxes is determined to be 34 % of the total enclosed area of 19,023 square feet of Improvements on the property as indicated on Maryland Tax Account # 02463384. The tax share is computed as follows:

$$\frac{6451 \text{ square feet leased area}}{19,023 \text{ total enclosed area}} = 34\%$$

19,023 total enclosed area

All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all respects.

IN WITNESS WHEREOF, Landlord and Tenant duly executed this Amendment on the day and year first written above.

WITNESS:

By 

LANDLORD


William T. Wheeler, Trustee c/o
Francis O. Day Company, Inc.

By: 

Title: TRUSTEE

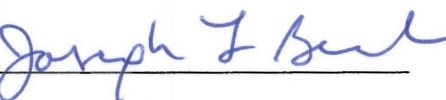
Date: 6-8-05

WITNESS:

By 

TENANT:

MONTGOMERY COUNTY,
MARYLAND

By 

Joseph F. Beach, Assistant
Chief Administrative Officer

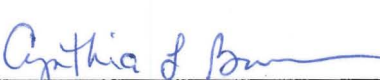
Date: 6/9/05

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

By: 

Date: 6/7/2005

RECOMMENDED

By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 6/3/05